

General supply conditions companies

MenswearOnline.nl for supply of services
(among other things, within and sale of company clothing, sport clothing, free time clothing and accessories)
MenswearOnline.nl established and office concerning at Oudkarspel, the Netherlands

Article 1 validity of these conditions.

1. These conditions on all agreements has contracted calling MenswearOnline.nl hereafter MenswearOnline.nl.
2. The task or order of the constituent is considered as an acceptance of MenswearOnline.nl is general conditions.
3. Particular of the conditions of MenswearOnline.nl derogatory provisions is only binding if these written have corresponded.

Article 2 offers.

1. All offers and/or tenders are without engagement, unless explicitly differently mentioned and based on at possible to request supplied data, drawings, texts etc. These tasks are only binding as far as this explicit it is confirmed in writing, details do not need be supplied.
2. Agreements to performing activities and supplements of these agreements become firstly MenswearOnline.nl its written affirmative binding. MenswearOnline.nl accept none at offer however responsibility for by or on behalf of the constituent third parties design developed, nor for possible this design given specification of material.

Article 3 agreement.

1. The agreement of buy and sale of goods and implementation of activities becomes firstly binding MenswearOnline.nl by its written affirmative.
2. Each agreement contracted with MenswearOnline.nl contains the dissolving condition which him of sufficiently credit dignity of the constituent will prove to be, this exclusively too his appraisal. Constituent will permit that MenswearOnline.nl if necessary ask information concerning him, for which information will turn himself MenswearOnline.nl to the N.C.M. in Amsterdam.
3. Data concerning the offered as well as data in printed papers, images etc. by MenswearOnline.nl at offer supplies, is for him not binding and is honestly given.

Article 4 appointments.

Appointments or agreements with subordinate members of the staff of MenswearOnline.nl do not bind the last, as far as they have not been confirmed MenswearOnline.nl in writing. As subordinate staff is in this respect at to consider all employees and employees who have no mandate.

Article 5 prices.

1. All agreements are always concluded on the basis of at the time of locking applying price.
2. If after the agreement the prices of remunerations, social charges, VAT etc. increases undergo, also already to occur these in pursuance of circumstances too at the offer provided, these will be already charged.
3. If the fluctuation amounts to more than 5% of the agreed operation, has both parties the right for complete setoff to desire.

Article 6 advance payment.

MenswearOnline.nl have been entitled ask an advance payment of minimum 25% at contracting the agreement. If by eligible a shortcoming in the compliance located on the side of MenswearOnline.nl the agreement becomes has dissolved the constituent the right to repayment of the done advance payment, benevens damages, such as furthermore regulated in these conditions, of which in any case the legal interest the amount paid in advance concerning by him part determines.

Article 7 subcontracting work to third parties.

Constituent authorises MenswearOnline.nl the task by him designating third, on by him desired time let carry out.

Article 8 qualities.

1. Unless explicitly particular qualities have corresponded, MenswearOnline.nl can be enough with the supply of normal trade qualities.
2. Small deviations in quality, colour, hardness, etc., give no reason to blame to satinage, cross-section. At appraisal or a supply the admissible borders deviate, must an average from the supply be taken.
3. In implementation of embroider must there by the constituent being taken into account a maximum outburst of 5% of the supplied goods concerning. possibly technical failures in the implementation of production.
4. Subordinate changes (e.g. small model changes) of or to by MenswearOnline.nl the by provided Article, give no reason to blame

Article 9 supplies c.q. opleveringstermijnen.

1. Given up (on) delivery deadlines are no fatal periods, unless explicit differently has corresponded. At not swift (on) supply must the constituent put MenswearOnline.nl written in lack. (On) the delivery deadlines are determined in the expectation that are there no impending for MenswearOnline.nl provide goods or activities to undertake.
2. If a certain date of supply has corresponded, these are extended automatically, if stagnation appears which MenswearOnline.nl cannot be blamed, such as strike, exclusion, war, war danger or other particular circumstances regulated like in Article supremacy.
3. When ordered goods have not decreased, after expiring (on) the delivery deadline by the constituent, stand those goods at its expense and risk too his arrangement stored.
4. MenswearOnline.nl have the right comply with the agreement in supplies . Each partial supply can become invoiced; in such a case payment must take place in accordance with the provisions in art. Payment.
5. If MenswearOnline.nl are not able swift are comply with obligations , MenswearOnline.nl to the constituent of it immediately do communication under task of the period to expect, with which called (on) delivery deadline will be exceeded.

Article 10 transport.

The sending occurs in the manner such as by MenswearOnline.nl indicated. The constituent wishes a consignment differently to receive, like among other things fast or exprestransfer, then the extra costs have been put through to this for its account.

Article 11 amuses of clothing.

If the constituent commissions to MenswearOnline.nl to introduce changes to clothing, these become task only accepted under the explicit condition, which MenswearOnline.nl no liability to the point of wise accepted of implementation of these activities, unless it is shown by the constituent that here talk is of default from MenswearOnline.nl. Except in last mentioned case has constituent not the right for to the point of or concerning these activities annulment of the task at to progress, nor on change, improvement or convalescence of made.

Article 12 convalescence activities.

MenswearOnline.nl accept only tasks to performing convalescence activities under explicit condition, which he accepted for the manner of implementation of these activities no liability and that constituent to the point of or concerning these activities no right has to dissolution of the agreement nor on damages nor on change, improvement or convalescence of made unless by the constituent becomes shown, that is here talk of default of MenswearOnline.nl.

Article 13 half-measure clothing.

At accepting tasks to making of half-measure clothing MenswearOnline.nl accepted none liability with respect to half-measure differences, disappointing model or coupe, disappointing character or colour of the substance,

as well as with respect to the properties of the substance and everything what coincides with that and such, unless by constituent is shown that here talk is of default of MenswearOnline.nl. In this way correct called fallen, excluded the default, is not entitled the constituent to dissolution of the agreement nor on damages, improvement or convalescence of made.

Article 14 guarantee.

1. Guarantee and/or by him carried out work provided on by MenswearOnline.nl is only granted, if and as far as in writing agreed and/or in writing MenswearOnline.nl given. The guarantee becomes only granted the matter provided on possible errors and/or failures in the composition of by MenswearOnline.nl or in the work carried out by him and stretches itself only from to the free of charge again carry out of inferior matter c.q. free of charge again carry out of inferior work. The guarantee expires if the matter provided by MenswearOnline.nl injudicious has been treated and/or processes.
2. For matter sold and provided with factories respectively. importers or wholesale trade guarantee applies only by these suppliers put guarantee provisions.

Article 15 liability.

1. MenswearOnline.nl are not responsible for the costs, damage and interests which could arise as directly or indirectly consequence of:
 - a. Supremacy, as it has been defined further in these conditions ;
 - b. Actions or failures of the constituent, are inferiors, or other persons who by or because of him work having been put;
 - c. Errors and/or lacks in a design/texts/logo which by the constituent at approval of the design concerned has not been observed;
 - d. Failures of the constituent the matter provided in the maintenance of;
 - e. Damages the matter as a result of chemical or biological influences, provided to, from outside;
 - f. Normal wear the matter as a result of daily use, provided to;
 - g. Fading of the provided matter as a result of the effect of lifts;
 - h. Some other of outside descending cause.
2. MenswearOnline.nl are responsible, as far as its insurance covers this, or to up to the invoice value, for damage to the goods and/or properties of the constituent and/or third parties, as far as arise by debt of MenswearOnline.nl or of them, which by him work having been put on to him activities dedicated.
3. MenswearOnline.nl in principle will not be kept to have been suffered companies and/ or consequence damage of a constituent at to compensate for this dependent of the nature of the debt.
4. The constituent protects MenswearOnline.nl for all revendications of third parties to the point of violations on their patents, marks or copyright, unlawful action or dis-performance, resulting from dedicated by the counterpart activities.
5. MenswearOnline.nl are not responsible for damage which the consequence is of incompetent use, as it not in eight take of were regulations etc., as well as use of goods for aims for which these are not intended etc. or of an use of goods that reasonably cannot it expect.
6. MenswearOnline.nl are in absolutely no manner responsible for embroider c.q. printing which deviate from legal standard.

Article 16 supremacy.

1. Extraordinary circumstances, like among other things storm damage and other natural disasters, obstruction third parties, obstruction in the transport in general, whole or partial strikes, riot, war or war danger both here at lande such as in the country of origin of goods, exclusions, loss or damage of goods at transport to MenswearOnline.nl or the constituent, not or not swift supply of goods suppliers of MenswearOnline.nl ex and import prohibitions, whole or partial mobilisation, obstructing measures of some government, fire, jammings and accidents in the company or in the resources of transport of MenswearOnline.nl, or in resources of transport of third parties, imposing levies or other government measures, which a modification in actual circumstances bring with, produce for MenswearOnline.nl supremacy, which removes him from its obligation to supply c.q. implementation of work without the constituent independently right to damages of which nature or how also called can enforce.
2. MenswearOnline.nl are in these or such cases entitled, this entirely too his own appraisal for or the purchase contract c.q. agreement to implementation of work at to cancel or these to suspend, respectively modify, until the extraordinary circumstances have stopped to exist, where the constituent is obliged possible achieved something pay.

Article 17 property reservation.

1. As long as MenswearOnline.nl no complete payment concerning an agreement of parties concerning the implementation from has received work or from the buy/sale (including possible damage, costs and interest included), to remain the provided goods, property of MenswearOnline.nl.
2. MenswearOnline.nl have the right these progress goods and to itself if to take back, the negligent constituent obligations does not comply with, if he settles, postponement of payment requests or has have been obtained, in state of bankruptcy is explained if seizure on goods is laid.
3. All actions of arrangement concerning sold and provided goods, have been prohibited the constituent, as long as he has not meeded its payment obligations

Article 18 publicity.

1. quality requirements or one of by providing MenswearOnline.nl goods must be explicit corresponded. Small in the trade admissible or avoid technically deviations considered in quality, amount, breadth, colour, finish, half-measure, finishing, normal to consider wear, incompetently use, incorrect using was regulations etc. are able produce no ground for publicities.
2. Constituent has been obliged immediately after (on) the supply of goods inspect thoroughly these on lacks and at presence of it, immediately written MenswearOnline.nl to inform. If the constituent not 8 days after the day of the supply indicates MenswearOnline.nl on lacks, which could become at thorough research noticed, then constituent is considered with the state in which it has been provided bought agree and expires everyone right to publicity.
3. MenswearOnline.nl must be put able submitted complaints to check. At agreement written declaration is established which must be signed by both parties .
4. If publicity is to the judgement of MenswearOnline.nl correct, MenswearOnline.nl or fair damages pay to highly the invoice value of provided goods, or provided goods for free replace after consignment of it in the original situation. replace after consignment of it in the original situation.

Article 19 cancels.

1. If the constituent cancels the task and/or goods refuses purchase, is he obliges by MenswearOnline.nl, already then be- or do not process material and raw materials already bought against the costing price, including remunerations and social charges to adopt and pay and he has been moreover kept towards MenswearOnline.nl to compensation of performed complete constituent also to MenswearOnline.nl as indemnity chargeable is the amount of 1/3 of the agreed price. Constituent is in addition obliges MenswearOnline.nl to protect against progress of third parties as a result of the annulment of the task and/or negative of goods.
2. Notwithstanding mentioned in the previous member of this Article MenswearOnline.nl preserve themselves all rights for complete compliance with the agreement and/or complete damages to progress.

Article 20 non-performance and dissolution.

1. If the constituent commits in any way non-performance, he will be for that only already in lack without some lacks proposition is required.
2. Notwithstanding the provisions in the Civil Code MenswearOnline.nl in case of non-performance have the right its from the closed agreement obligation to suspend, the agreement entirely or partly without legal mediation such as dissolved to explain, this too his choice.
3. Rights mentioned in paragraph 2 of this Article MenswearOnline.nl have also, if the constituent in state of bankruptcy could be explained if its bankruptcy is requested , if he has suspension of payment requested or has obtained, its immovable property has been confiscated, its company in liquidation has stepped or by a third c.q. third parties are or are taken over, or if he has to planning leave Europe. All these cases all progress MenswearOnline.n constituent has right claims.

Article 21 payment.

1. Payments, also which in periods, must within 14 days after tender of the note, occur unless written differently is corresponded.
2. MenswearOnline.nl are authorized if the payment of chargeable within the set period by him is not to receive, to the constituent an interest ad. 1.25% per month to calculate, counted as from the day of sending of the invoices.
3. MenswearOnline.nl have been in addition entitled, outside the principal sum and interest of the constituent all costs, both judicial as outside judicial, the payment does not cause to progress, among which understood the costs of lawyer, solicitor, matter observer, Court bailiff and incasso office.
4. Outside judicial the costs amount to 15% of the principal sum multiplied with the interest, with minimum of a ´ 35.00. Also outside judicial the costs are raised with all costs for legal recommendation and assistance. From some the fact that MenswearOnline.nl has insured himself of the aid of a third proves to be the size and to payment of outside judicial the costs.

Article 22 disputes.

All disputes resulting from between parties agreements closed, including some covering of chargeable, for the civil judge of the place of business of MenswearOnline.nl, if these this wishes, pending are made as far as the civil judge is to this end legally competent.